
SOLICITATION, OFFER AND AWARD

1. This contract is a rated order under DPAS (15 CFR 700) RATING:

2. CONTRACT NO.

3. SOLICITATION NO.

38-M-APHIS-01

4. TYPE OF SOLICITATION

☐ SEALED BID (IFB)

☒ NEGOTIATED (RFP)

5. DATE ISSUED

10/25/00

6. REQUISITION/PURCHASE NO.

apwswror-0001-1

7. ISSUED BY CODE: 6395

USDA, APHIS, MRP BS Minneapolis
100 N. Sixth Street
Butler Square 5th Floor
Mpls., MN 55403

8. ADDRESS OFFER TO

(If other than Item 7)

NOTE: In sealed bid solicitations, "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 7, or if handcarried, to the front desk of the same address as Item 7, until 2:30 pm local time on 11/22/00.

CAUTION--LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:

A. NAME:
JOSE-LUIS GALLAGHER

B. TELEPHONE NO.
(Include Area Code)
(NO COLLECT CALLS)
612-370-2226

C. E-MAIL ADDRESS

jose.l.gallagher@usda.gov

EXCEPTION TO STANDARD FORM 33 (REV.9-97)

Prescribed by GSA
FAR (48 CFR 53.214(c))

SOLICITATION, OFFER AND AWARD

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

10 CALENDAR DAYS _____ %	20 CALENDAR DAYS _____ %	30 CALENDAR DAYS _____ %	____ CALENDAR DAYS _____ %
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

EXCEPTION TO STANDARD FORM 33 (REV. 9-97)

SOLICITATION, OFFER AND AWARD

15A. NAME AND ADDRESS OF OFFEROR	CODE _____	FACILITY _____	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN (Type or Print)
15B. Contractor/Officer DUNS: _____ TIN : _____ TELEPHONE NO. (Include Area Code)			17. SIGNATURE
15C. [] CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()		
23. SUBMIT INVOICES TO ADDRESS SHOWN IN --> (1 Copies unless otherwise specified)		ITEM 25
24. ADMINISTERED BY CODE _____ (If other than Item 7)		25. PAYMENT WILL BE MADE BY CODE _____
26. NAME OF CONTRACTING OFFICER (Type or Print)	27. UNITED STATE OF AMERICA Signature of Contracting Officer	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26,
or by other authorized official written notice.

EXCEPTION TO STANDARD FORM 33

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

Background:

The United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), intends to contract for the rental of two fixed-wing, single engine aircraft; one Aviat A-1 Husky, or equivalent and one PA-18-180.

B.1 SCHEDULE OF ITEMS

Base Year: December 1, 2000, through September 30, 2001

Item Description -----	Qty. -----	Unit -----	Unit Price -----	Total Price -----
1. PA-18-180 Aircraft				
a. Aircraft Services Without Pilot.	300	Hour	\$_____	\$_____
b. Aircraft Services in Excess of 300 hours	Est. 200	Hour	\$_____	\$_____
c. Designated Base: Lakeview, Oregon				
2. Aviat Husky A-1 or Preferably a PA-18-180 Aircraft				
a. Aircraft Services Without Pilot.	300	Hour	\$_____	\$_____
b. Aircraft Services in Excess of 300 hours	Est. 200	Hour	\$_____	\$_____
c. Designated Base: Pendleton, Oregon				

OPTION PERIOD 1: October 1, 2001, through September 30, 2002

Item Description -----	Qty. -----	Unit -----	Unit Price -----	Total Price -----
1. PA-18-180 Aircraft				
a. Aircraft Services Without Pilot.	300	Hour	\$_____	\$_____
b. Aircraft Services in Excess of 300 hours	Est. 200	Hour	\$_____	\$_____
c. Designated Base: Lakeview, Oregon				

2. Aviat Husky A-1 or
 Preferably a
 PA-18-180 Aircraft

a. Aircraft Services 300 Hour \$_____ \$_____
 Without Pilot.

b. Aircraft Services in Est.
 Excess of 300 hours 200 Hour \$_____ \$_____
 Without Pilot.

c. Designated Base:
 Pendleton, Oregon

OPTION PERIOD 2: October 1, 2002, through September 30, 2003

Item Description -----	Qty. -----	Unit -----	Unit Price -----	Total Price -----
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1. PA-18-180 Aircraft

a. Aircraft Services 300 Hour \$_____ \$_____
 Without Pilot.

b. Aircraft Services in Est.
 Excess of 300 hours 200 Hour \$_____ \$_____
 Without Pilot.

c. Designated Base:
 Lakeview, Oregon

2. Aviat Husky A-1 or
 Preferably a
 PA-18-180 Aircraft

a. Aircraft Services 300 Hour \$_____ \$_____
 Without Pilot.

b. Aircraft Services in Est.
 Excess of 300 hours 200 Hour \$_____ \$_____
 Without Pilot.

c. Designated Base:
 Pendleton, Oregon

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For each item, the Contractor shall furnish and maintain a fixed wing aircraft in accordance with the specifications herein for use by the U.S. Department of Agriculture (USDA), Wildlife Services (WS), in support of predator control activities within the State of Oregon.

Flights will be required as coyote predation occurs on livestock. Flights may not be required for extended periods because of lack of predation or inclement weather conditions, but the aircraft must be available to provide services when needed upon 24 hours notice.

The WS has interagency and cooperative agreements with other Federal agencies, State agencies and private landholders, and may dispatch aircraft under this contract for such cooperative use.

C.2 SPECIFICATIONS

TYPE OF AIRCRAFT

1. The aircraft shall be a single engine highwing, two place (tandem) aircraft of not less than 180 horsepower and shall be highly maneuverable with Short Take Off Landing (S.T.O.L) characteristics.
2. The aircraft engine and any "time change" components shall have not less than 300 hours remaining before required overhaul time at the start of the contract.
3. The aircraft for Lakeview, Oregon shall be a PA-18-180. The aircraft for Pendleton, Oregon can be Aviat Husky A-1 or preferably a PA-18-180.
4. Seating: Pilot, plus one crew member seat.

C.3 PERFORMANCE & CAPABILITY

1. Cruise speed/endurance with 45 min reserve, std fuel (fuel consumption).
 - a. @ 75% power, best economy 121 kts/4hrs. (10.5 gal/hr).
 - b. @ 55% power, best economy 113 kts 5.7hrs. (7.7 gal/hr).
2. Useful load 610 lbs.
3. All specifications are based on manufacture's calculations. Performance figures are based on standard day, standard sea level, gross weight conditions unless otherwise noted.

C.4 CONDITION OF EQUIPMENT

1. The aircraft must be in airworthy condition. The aircraft must conform to its Type Certification (TC) including any Supplemental Type Certificates (STC) or Field Approval alterations incorporated into the aircraft and the aircraft must be in a condition for safe operation. All aircraft major repairs or major alterations must be recorded on FAA Form 337 as specified in FAR Part 43 Appendix B.
2. All surfaces of the wings, empennage and fuselage shall be free of damage. All repairs must be of an approved type to return the aircraft to a new, or equal to new, condition. The landing gear shall be maintained in accordance with manufacturer's specifications. The tires shall be free of cuts and worn areas.
3. All fluid systems in the aircraft shall be free of leaks.
4. All windows and windshields must be clean, and free of scratches that hinder visibility. The aircraft interior must be clean and neat. There must be no unrepaired tears, rips or other damage in the upholstery or headliner. The exterior finish and paint must be clean and in good condition.
5. The instrument and control panels shall be finished with nonreflective paint. Each control and instrument required to be labeled shall be so labeled in accordance with the aircraft's type design.

C.5 STANDARD EQUIPMENT

1. Aircraft shall be equipped in accordance with FAR Part 135 and Part 91 as applicable for VFR day and night operation.
2. The aircraft shall be equipped with an FAA approved Emergency Locator Transmitter (ELT) that meets the latest Technical Standard Order (TSO) Authorization issued by the FAA. The ELT must meet the requirements of FAR part 91.207 including installation, record keeping, and inspection requirements.
3. An approved fire extinguisher, a first aid kit and survival kit furnished by APHIS shall be carried aboard the aircraft on all flights.
4. Full electrical system including generator or alternator, battery and starter.
5. Interphone system between pilot and gunner that is capable of "hands free" or "push to talk" operation at the gunners' position.

C.5 (Continued)

6. Engine hour meter reading in hours & tenths, or hours & hundreds, actuated by an engine oil pressure switch to record engine running time only.

C.6 SPECIAL EQUIPMENT

The aircraft shall have the following special configurations for 'WS' operations:

1. Shoulder harness for both seats with inertia reel for rear seat. (Installation similar, but not limited to, examples found in FAA Advisory Circular 42.13-2, chapter 9).

2. Left and right side windows capable of being locked open in flight to provide adequate angle of fire for gunner. Window size limited to a maximum of 22 inches measured from front to rear of opening.

3. Rear seat control stick removable and adequate protection provided for control mechanism and under seat area to prevent ejected shells, etc., from interfering with the controls.

4. Removable rear seat throttle quadrant to prevent interference gunner.

5. "High visibility" marking applied to aircraft as follows:

(a) Paint outer 4 inches of rear face of propeller (b) Paint or tape leading edge of wing strut on shooting side.

6. Large oil cooler.

7. Auxiliary cabin heat system (STC No. SA00298DE)(for the **Husky** only).

8. 8.50 X 6, 6-ply tires.

9. Deluxe raised front seat.

10. Cabin air assembly.

11. Side window vent, front and rear.

12. Outside air temperature gauge.

13. Extended skylight window.

14.

A. The husky aircraft must comply with the "Service Bulletin # 14" pertaining to gross weight increase, special airworthiness and restricted operations

B. The PA-180 aircraft will be transferred from standard airworthiness certificate normal/utility category to special airworthiness certificate restricted category to increase gross weight from 1750 lb. and 1500 lb. in normal and utility categories respectively to 2000 lb. in restricted category. This will consist of an inspection by USDA/APHIS/WS (Ron Livingston, 505/237-2291, or his designee) via a field approval FAA form 337. Attaching hardware as described in the FAA Form 337 must be replaced every 12 months or 1000 hours, whichever occurs first.

15. McCauley Prop Model E1-A 200-FA, with 42 degree pitch.

16. Cub Crafter pilot seat or comparable.

The following "Special Equipment" to be furnished by APHIS/WS:

1. Aircraft Engine heater.

2. Automatic flagman with three way pistol grip switch.

3. Shotgun mounting rack.

C.7 CONTRACTOR FURNISHED AVIONICS SYSTEM

The following systems shall be furnished, installed, made operable and maintained by the Contractor in each contract aircraft in accordance with the installation and maintenance standards referenced elsewhere in this contract.

1. Garnen GNC 250, GPS/Radio unit with mounting bracket.
2. Radio Transmitter/Receiver Systems The aircraft shall have:

(a) FAA approved Emergency Locator Transmitter unit (ELT) of the automatic deployable or automatic fixed type meeting the latest TSO of FAR 37.200 (currently TSO-C91), attached to the aircraft as far aft as practicable per FAR 91.52(c). The pilot shall insure that each passenger is familiar with the operation of the ELT.

(b) Batteries in ELT shall be maintained in accordance with FAR 91.52(d) and Advisory Circular AC 00-35A including: legibly marking the expiration date of the battery on the outside of the ELT; using only factory supplied, properly dated batteries and not undated batteries obtained for a local store; and recording (in the aircraft maintenance log book) the new expiration date for the replacement battery, and the date(s) of compliance with applicable AD notes for the ELT.

(c) One VHF/AM airways communication transmitter/receiver system, sufficient (crystal control transmit and receive) to communicate with all airways communication facilities in the area of operation for this contract, minimum 5 watts transmit carrier power.

(d) A transponder with mode C encoder altitude capabilities.

2. Audio Control System

(a) The installation standards of paragraph 5 (b) under Installation and Maintenance Standards shall be carefully followed to avoid noise, interference, and crosstalk in the audio circuitry.

(b) The pilots shall be able to talk on all radio communication transmitters and the interphone system with a single microphone plugged into a single microphone jack. This will require a rotary (or equivalent) switch to select only one transmitter system at a time to the pilot's single microphone jack.

(c) The pilot shall be able to listen to all communication receivers and interphone systems with a single headset plugged in a single jack.

(d) The observer's/gunner's microphone and headset jack shall be paralleled with the pilot's jack, except isolation relays shall be provided for the mike circuits, and impedance matching

C.7 (Continued)

networks for the headphones.

The observer's/gunner's cord shall be routed from the wing root panel with proper length (coil cord) for connection to the headset/microphone/PJ-055 and PJ-068 (to accept a U-174 jack).

(e) An override type interphone system shall mix with but not mute selected receiver audio and be operable without regard to the position of the transmitter selector switch. (Interphone push-to-talk switch separate from the transmit push-to-talk switch.)

(f) The system shall be designed for 600 OHM headsets, an electronic boom-microphone (Gentex Mode 15060 noise-cancelling boom-microphone, or equal). The system shall also operate with carbon microphones.

(g) Separate push-to-talk switches for interphone and transmit shall be provided, the pilot's switches on the control stick and the observer's/gunner's switch mounted on the right rear floorboard. The operation of a push-to-talk switch at any one position shall not energize the microphone at any other position.

C.8 Government Furnished Avionics Equipment

1. This solicitation includes systems utilizing Government furnished avionics equipment, for which the Contractor is required to make provisions in his aircraft.

2. The Government will retain full ownership and control of any property which it may install and retains the right to withdraw Government property at any time.

3. The Contractor shall arrange with the Contracting Officer for any required maintenance of the Government-furnished property.

4. The Government will furnish and maintain one VHF-FM mobile radio.

The Contractor is responsible for the balance of the system necessary to insure proper operation in accordance with the installation and maintenance standards cited below.

6. The Contractor shall furnish, install, make operable and maintain the balance of the system, including the following:

(a) The receiver audio, microphone audio, and transmitter keying circuits shall be connected to the aircraft's integrated audio and transmit selector system (designated Auxiliary), via a control cable from the main wiring harness terminated with a

C.8 (Continued)

proper plug to accommodate radio make & model.

(b) A vertical polarized antenna shall be provided for each radio.

(c) Provide 12 volt DC power to government furnished radio through a suitable circuit breaker.

(d) The government furnished radio equipment shall remain in the aircraft during the entire contract period.

C.9 INSTALLATION AND MAINTENANCE STANDARDS

1. Particular attention is called to the following FAR requirements:

(a) All avionics installation and maintenance and approval of the aircraft for return to service after such installation and maintenance shall be performed by an FAA certified repair station or a manufacturer.

(b) All avionics systems shall be installed and maintained in accordance with the manufacturer's specifications and instructions and shall be made operable and maintained operable to the manufacturer's specifications.

3. Acceptable methods, techniques and practices for aircraft alterations, inspection and repair are detailed in FAR Part 43 and Advisory Circulars AC 43.13-1A and AC 43.13-2A.

4. The recommendations in AC 43.14-1A Chapter 11 "Electrical Systems" and Chapter 15 "Radio and Electronic Systems," as well as AC 43.13-2A Chapter 1 "Structural Data," Chapter 2 "Radio Installation," and Chapter 3 "Antenna Installation." shall be strictly adhered to. These include, but are not limited to the following:

(a) Wire and cable. Wire and cable selected for proper size and the environment they will be subjected to and marked (wire and cable marked with a combination of letters and numbers which identify the wire or cable, the circuit it belongs to, its gauge size or cable characteristics and any other information required to relate the wire or cable to the wiring diagram. Mark at each end at 30 to 38 cm. intervals along the wire or cable. Short wires or cables under 18 cm., mark in the middle. Coaxial cable and wire bundles, install marked sleeving), routed, tied, laced, clamped and protected per AC 43.13-1A Chapter 1.

(b) Interference protection. Bonding, shielding and filtering; per AC 43.13-1A Chapter 15, and in accordance with Appendix 7 of ARINC Specification No. 413. Special care is mandatory in avoiding ground loops and interference coupling in "Category IV Sensitive Wiring" such as microphone circuits, audio output circuits, signal inputs to flight computers, etc. ARINC

C.9 (Continued)

Spec. No. 413 can be purchased from:

Aeronautical Radio, Inc.
2551 Riva Road
Annapolis, MD 21401
Telephone: 301/266-4000
(ask for documents section)

(c) Antenna location. Antennas located to: minimize interaction among radio systems, minimize pickup of electrical interference; minimize obstruction to signal reception by aircraft or aircraft components; and avoid interference with air supply to pilot and instrument static sources; per AC 43.13-2A Chapter 3.

(d) Antenna installation. Antennas installed: on metallic skin, with reinforcing plates or doublers; on non-metallic skin or open frameworks, with an aluminum sheet ground plane, properly secured and electrically bonded to the airframe and of adequate size for the frequency of the antenna; per AC 43.13-2A Chapter 3.

(e) Antenna type. Antennas to be: weatherproof external antennas; vertically polarized for VHF or UHF communications and ELTs; polarization for navigation and other systems as required by the system; broadband for multi-channel communication systems (with VSWR less than 1.5 to 1 for narrow-band VHF or UHF communication antennas, less than 2 to 1 for broadband VHF or UHF communication antennas); and as required by the manufacturer of the system for other systems; per AC 43.13-2A Chapter 3.

(f) Equipment mounting. Avionics equipment mounting location and installation to: not interfere with passenger safety space and comfort; be readily accessible for service; provide air circulation for proper cooling; protect from damage, by baggage, by seat deflection, by hazardous fluids or fumes (water, slurry, oxygen, fuel, etc.), by striking other equipment or parts of the aircraft; provide sufficient slack in all cables at units, instruments, and control heads to facilitate their removal and servicing; per AC43.13-2A Chapter 2.

SECTION D - PACKAGING AND MARKING

THERE ARE NO CLAUSES INCLUDED IN THIS SECTION

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR 1984

E.2 PRE-USE INSPECTION OF EQUIPMENT

The Contractor shall make his equipment available for inspection at the designated base of operations or other location acceptable to the Government at a mutually agreed upon time not later than 24 hours prior to the established reporting date. At the time of inspection the aircraft shall (1) be properly certified and registered by the FAA, and (2) comply with all specifications set forth herein.

If the aircraft meets all requirements of the contract, an Aircraft Data Card APHIS Form 150 authorizing use of the equipment will be issued by the Regional Aviation Manager. The Aircraft Data Card APHIS Form 150 shall be with the aircraft during the contract period.

E.3 INSPECTION/REINSPECTION EXPENSES

The Contractor will not be charged for the pre-use inspection or any reinspections after each 90 calendar days of exclusive use within the contract period. The Government's travel and per diem costs incurred to perform other reinspections required due to either the Contractor's failure to provide equipment or personnel meeting contract requirements or from substitution of personnel or equipment will be charged to the Contractor.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 AGAR 452.211-75 EFFECTIVE PERIOD OF THE CONTRACT
(FEB 1988)

The effective period of this contract is from 12/1/00 through 9/30/01.

SECTION F - DELIVERIES OR PERFORMANCE

F.2 AGAR 452.211-74 PERIOD OF PERFORMANCE (FEB 1988) The period of performance of this contract is from December 1, 2000 through September 30, 2002 unless terminated or extended.

F.3 NOTICE OF PERFORMANCE The successful bidder will receive notice of award at least 10 days in advance of the indicated start date. If 10 days notice is not provided, the contract period will begin on the date the Contractor is ready to begin service or 10 days after receipt of notice of award, whichever is sooner. Following the 10 day advance notice period or during any subsequent renewal periods, the Government reserves the right to vary the established start date by up to plus or minus 7 days, upon 3 days advance notice.

The aircraft will be available to the Wildlife Services Program on December 1, 2000, and October 1, each year thereafter.

F.4 EXCLUSIVE USE Exclusive use shall commence at 8:00 a.m., local time at the designated base or at such time and location stipulated by the Government on the first day of the contract period. The aircraft and all required support equipment shall be made available exclusively for the use of the Government 24 hours per day, 7 days per week.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S REPRESENTATIVE

The Contracting Officer will designate the individuals(s) as the Contracting Officer's Representative (COR) and or the Contracting Officer's Technical Representative (COTR).

The COR is responsible for administering the performance of work under this contract. In no event, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effectively binding upon the Government unless a written modifications is executed by the Contracting Officer.

The Contracting Officer shall be informed as soon as possible of any actions or inactions by the Contractor or the Government which will change the required delivery or completion times stated in the contract. On all matters that pertain to contract terms and conditions, the Contractor shall communicate with the Contracting Officer.

Whenever, in the opinion of the Contractor, the COR requests effort outside the scope of the contract, the Contractor should so advise the COR. If the COR persists and there still exists a disagreement as to proper contractual coverage, the Contracting Officer should be notified immediately in writing if time permits. Proceeding with work without proper contractual coverage could result in nonpayment or necessitate submittal of a contract claim.

G.2 CONTRACT ADMINISTRATOR

The Contract Administrator (CA) shall represent the Contracting Officer (CO) on administrative matters.

The CA is responsible for administering the performance of work under this contract and shall be the first contact on matters pertaining to contract terms and conditions, changes, modifications, or other matters that may occur during the life of the contract. The CA shall be informed as soon as possible of any actions or inactions by the Contractor or the Government which will change the required delivery or completion times stated in the contract.

In no event, will any understanding, agreement, modification, change order, or other matter deviating from the terms of the contract be effective or binding upon the Government unless a written modification is executed by a Contracting Officer. Proceeding with work without proper contractual coverage could result in nonpayment or necessitate submittal of a contract claim.

G.3 PAYMENT TERMS

Payment shall be made only for flight time ordered by the Contracting Officer or her/his authorized representative, including required ferry flights between bases of operation.

Flying time shall be recorded in hours and tenths by means of an approved mechanical time recorder as required in the specifications.

Payment shall not be made for reporting to or for removal from the designated base stipulated in the Schedule.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 RESCUE AND SALVAGE RESPONSIBILITIES

Salvage of damaged or demolished aircraft will be done at the Contractor's expense. No equipment or personnel performing under this contract may be used on such operations unless authorized by the Government.

H.2 FUEL, OIL AND LUBRICANTS

All fuel, and any en route replacement oil and lubricants required for the aircraft during the effective period of the contract shall be furnished by the Government, except for flights accomplished for the benefit of the Contractor.

H.3 MAINTENANCE REQUIREMENTS

The aircraft shall be fully maintained by the Contractor. If maintenance is required at locations other than the Contractor's home base, the Contractor shall provide appropriate maintenance support, equipment and personnel necessary to repair the aircraft. Transportation of maintenance personnel and equipment shall be provided by the Contractor at no additional cost to the Government.

The Contractor is responsible for all maintenance however, the Government reserves the right to purchase any parts or services and subtract the cost of same from monies due the Contractor. The Government will coordinate such purchases with the Contractor for any maintenance that will exceed \$1,000.00.

Aircraft shall be maintained in accordance with the manufacturer's specifications, applicable APHS regulations, and the company's operations specifications and maintenance manual. Aircraft components which have been operated beyond the published limitation specified by FAA or the manufacturer will be inspected, overhauled and/or replaced as required by the FAA or by the manufacturer's publication.

All applicable manufacturer's mandatory bulletins and FAA Airworthiness Directives shall be complied with prior to performance of this contract. Bulletins or Airworthiness Directives published during the contract shall be complied with in accordance with the individual bulletin or directive.

All maintenance deficiencies existing prior to the contract shall be corrected before the starting date of the contract. Those deficiencies occurring during the contract shall be corrected during normal scheduled maintenance.

All Aircraft must be maintained in accordance with Federal Aviation Regulation (FAR) part 135 and FAR Part 91 as applicable, to include 100 hour/annual inspections and compliance with the manufacturer's recommendations for Time Between Overhaul (TBO) and Time In Service (TIS) For engines, propellers, rotors, and appliances.

The Contractor shall assure that all maintenance performed on contract aircraft is recorded in the aircraft maintenance records in accordance with FAR Part 135, FAR Part 91, and FAR Part 43 as applicable.

H.3 (Continued)

In addition to aircraft time-in-service, the hour meter reading shall be recorded for all maintenance record entries.

All aircraft and operators covered by this agreement must be certified under the provisions of FAR Part 135, "Operating Requirements: Commuter And On-Demand Operations and Rules Governing Persons on Board Such Aircraft." The vendor's operations specifications issued by the FAA Must authorize the operation of the appropriate make and model aircraft for VFR, Day and Night, Passengers, and Cargo Operations.

A copy of the contract aircraft's current maintenance record, containing as a minimum the information required by FAR 91.417, shall be kept at the designated base.

A separate list of FAA Airworthiness Directives and Manufacturer's Mandatory Service Bulletins on the make and model of aircraft offered will be made available, recording whether applicable or not and if applicable the date and airframe total time at compliance, method of compliance, next compliance due date if recurring, and authorized signature and number. List will be similar to that shown in Advisory Circular 43-9A, Appendix 3.

The Contractor shall supply at the time of the initial agency inspection a list of all items installed on the aircraft which are required to be overhauled or replaced on a specified time basis. This list shall include the component names, serial numbers, service life (or inspection/overhaul time), total time since major inspection.

The Contractor shall immediately notify the Contracting Officer or his/her authorized representative of any proposed change of any engine, power train, flight control, or major airframe.

H.4 REMOVAL OF AIRCRAFT FROM SERVICE

The aircraft may be taken out of service for scheduled or unscheduled maintenance. Removal of the aircraft from availability status during an established duty day will require prior approval of the COR. Maintenance shall be completed within 24 hours if scheduled for service.

If the aircraft is not scheduled for service, it may be removed from the operating base for maintenance, provided the Contractor: (1) notifies the COR in advance; (2) obtains the availability schedule from the COR; (3) returns the aircraft to service before the beginning of the next availability period, and; (4) does not use the aircraft for any purpose other than maintenance test flights or ferry to and from the maintenance facilities.

H.5 FLIGHT OPERATIONS

Operations will be conducted by Government pilot(s).

H.6 SUBSTITUTION OF AIRCRAFT

The Contractor may substitute aircraft during performance of the contract, provided such substitution meets all requirements herein and is approved in writing by the Contracting Officer or his authorized representative. Request for substitution shall be made at least 10 days prior to exchange except for unforeseen conditions. Transportation of substitute aircraft to the point of use will be at the Contractor's expense.

H.7 AIRCRAFT STORAGE FACILITIES

Enclosed hangar facilities shall be provided by the Government for the aircraft at the designated base.

H.8 DAMAGES

1. If the Contractor fails to provide scheduled service (ordered by the Government and accepted by the Contractor), the Government may obtain the required services elsewhere and charge the Contractor any excess cost. Further, the Contractor may be liable for any additional actual damages to the Government resulting from such failure to perform.

2. Failure to provide scheduled (ordered and accepted) service three times during the contract period may constitute grounds for termination.

3. The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in the Default clause referenced in Section I.

H.9 LIABILITY FOR LOSS OR DAMAGE WITH GOVERNMENT FURNISHED PILOT

Wildlife Services (WS) agrees that during the term of the lease, if the aircraft is damaged or destroyed due to the negligence of a Federal Government employee, WS will reimburse the owner only as follows. In no event will any reimbursement be made for normal wear and tear. To the extent the aircraft has been damaged beyond normal wear and tear, WS agrees to pay the Contractor for the reasonable cost of repair. If the aircraft is so severely damaged or destroyed such that repair is impracticable, or the cost of repair will exceed the fair market value of the aircraft less any salvage value, then WS agrees to pay the Contractor the fair market value of the aircraft, at the time of the loss, less any salvage value. In no event will the liability of WS under this clause exceed the fair market value of the aircraft, at the time of the loss, less any salvage value. Further, the payment of any amount under this clause is expressly contingent on the availability of appropriations to WS at the time of the loss. Nothing in this contract will be considered to imply that Congress will in the future appropriate sufficient funds to meet any losses.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT 1997
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL 1996
52.222-3	CONVICT LABOR	AUG 1996
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	FEB 1999
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR 1998
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1999
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 2000
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY 1997
52.232-11	EXTRAS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	JUN 1997
52.233-1	DISPUTES	DEC 1998
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991

I.1 (Continued)

NUMBER	TITLE	DATE
52.243-1	CHANGES - FIXED-PRICE Alternate I (APR 1984)	AUG 1987
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 52.217-9 OPTION TO EXTEND THE TERM OF THE
CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

I.3 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER--
OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment.

- (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--
 - (i) Accept payment by check or some other mutually agreeable method of payment; or
 - (ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

- (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") no later than 15 days

I.3 (Continued)

prior to submission of the first request for payment. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

- (2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.
- (c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.
- (d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
 - (2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.
- (e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

I.3 (Continued)

- (i) Making a correct payment;
 - (ii) Paying any prompt payment penalty due; and
 - (iii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--
 - (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
 - (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.
- (f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.
- (h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.
- (i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of

I.3 (Continued)

the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

- (j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

- (1) The contract number (or other procurement identification number).
- (2) The Contractor's name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
- (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
- (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

I.4 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND
COMMERCIAL COMPONENTS (OCT 1998)

(a) Definition.

"Commercial item", as used in this clause, has the meaning

I.4 (Continued)

contained in the clause at 52.202-1, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:
 - (1) 52.222-26, Equal Opportunity (E.O. 11246);
 - (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));
 - (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
 - (4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

There are no attachments included in this section.

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORS

K.1 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (d) Taxpayer Identification Number (TIN).

☐ TIN:_____.

☐ TIN has been applied for.

☐ TIN is not required because:

- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

K.1 (Continued)

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other_____.

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

K.2 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS
(MAY 1999) Alternate I (NOV 1999)

(a) (1) The standard industrial classification (SIC) code for this acquisition is 3721.

(2) The small business size standard is 1,500 employees .

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

K.2 (Continued)

- (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.
- (4) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--
- (i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
- (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:
- _____

 _____.]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

K.2 (Continued)

"Women-owned small business concern," as used in this provision, means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.3 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
(FEB 1999)

The offeror represents that--

- (a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It [] has, [] has not filed all required compliance reports; and

K.3 (Continued)

- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.4 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.5 AGAR 452.222-70 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (JAN 1999) (DEVIATION)(USDA)

- (a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212 (d)(i.e., the VETS-100 report required by FAR clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has [], has not[], submitted the most recent report required by 38 U.S.C. 4212(d).
- (b) An offeror who checks "has not" may not be awarded a contract until the required report is filed.

SECTION L - INSTRUCTIONS, CONDITIONS, AND
NOTICES TO OFFERORSL.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED
BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
PROVISIONS

NUMBER	TITLE	DATE
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN 1999

L.2 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE
ACQUISITION (FEB 2000)

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time", if stated as a number of days, is calculated using

L.2 (Continued)

calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

L.2 (Continued)

- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
- (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
 - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (3) It is the only proposal received.
- (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government

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requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--
- (1) Mark the title page with the following legend: This

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proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

- (2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

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- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other offerors:
 - (i) The overall evaluated cost or price and technical rating of the successful offeror;
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and
 - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L.3 AGAR 452.204-70 INQUIRIES (FEB 1988)

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

L.4 AGAR 452.215-72 AMENDMENTS TO PROPOSALS (FEB 1988)

Any changes to a proposal made by the offeror after its initial submittal shall be accomplished by replacement pages. Changes from the original page shall be indicated on the outside margin by vertical lines adjacent to the change. The offeror shall include the date of the amendment on the lower right corner of the changed pages.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED
BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
PROVISIONS

NUMBER	TITLE	DATE
52.217-5	EVALUATION OF OPTIONS	JUL 1990

